MEMORANDUM OF AGREEMENT BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 888, CARVER TOWN EMPLOYEES CHAPTER AND

THE TOWN OF CARVER

Whereas, the Town of Carver ("Town") and the SEIU, Local 888 Carver Town Employees Chapter ("Union") have negotiated contract changes for FY2023 through FY2025,

Whereas, the Town and the Union agree that the contract covering July 1, 2022 through June 30, 2025 shall consist of the provisions of the July 1, 2019—June 30, 2022 agreement with the following modifications (modifications are underlined or struck):

ARTICLE VI - GRIEVANCE PROCEDURE

A Grievance shall mean any dispute concerning the application or interpretation of the terms of this Agreement.

The Grievance procedure shall be as follows:

Step I - An employee and/or the Union shall submit a Grievance in writing to the Department Head not later than five (5) business days after the date on which the alleged violation occurred. The Department Head shall respond, in writing, within ten (10) working days.

Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the Grievance and Arbitration provisions of this Agreement

ARTICLE VIII - SICK LEAVE

A. Employees Hired on or Before June 30, 2016

1. All regular full-time and part-time employees hired on or before June 30, 2016 will accrue sick leave at the rate of one and one-quarter (1½) days per month. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years to a maximum of two hundred (200) days.

- After applying for and receiving retirement benefits through Plymouth County Retirement, employees shall be paid 62.5% 75% of all unused sick days up to a maximum of two hundred (200) days.
- Employees who maintain the maximum accumulation of two hundred (200) days of sick leave at the end of any given contract year shall receive payment of 62.5% 75% of any additional sick leave accrued beyond two hundred (200) days.

B. Employees Hire on or after July 1, 2016

Employees hired on or after July 1, 2016 shall accrue paid sick leave as follows:

- 1. All regular full-time and part-time employees will accrue sick leave at the rate of three quarter (3/4) days per month. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years to a maximum of ninety-(90) one hundred (100) days. There are no accrued vacations days for not using sick leave.
- 2. After applying for and receiving retirement benefits through Plymouth County Retirement, employees shall be paid fifty (50%) 75% of all unused sick days up to a maximum amount of \$10,000.

ARTICLE XI - HOLIDAYS and PERSONAL TIME

Section 1: The following shall be considered paid holidays:

New Year's Day	Martin Luther King Day	Washington's Birthday
Patriot's Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving	Day after Thanksgiving**	Day before Christmas Day
Christmas Day	Day before New Year's Day	Juneteenth

ARTICLE XVI - LONGEVITY

Full-time employees covered by this Agreement shall receive in their base wage the following:

		July 1, 2022	July 1, 2023	July 1, 2024
10-14 yrs of service	\$ 1,000,00 ~	\$ 1,050.00	\$1,075.00	\$1,100.00
15-19 yrs of service	\$1,250.00	\$1,300,00	\$1,325.00	\$1,350,00
20-29 yrs of service		\$1,550.00	\$1,575.00	\$1,600.00
30 + years of service		-\$1,800.00	\$1,825.00	\$1,850.00

ARTICLE XXIII - GROUP INSURANCE

All Unit employees hired on or after July 1, 2016 July 1, 2022 shall contribute equally, an equal share of fifty (50%) percent with the town to pay for their health care premiums for the Town-wide health care programs offered by the Board of Selectmen.

All employees hired prior to July-1, 2016 July 1, 2022 shall be "Grandfathered" and employer shall contribute seventy-five (75%) of the total premium their health care premiums for the Town-wide health care programs offered by the Board of Selectmen until they retire or voluntarily withdraw from the plan.

ADD:

Non-Town Health Coverage

Commencing July 1, 2022, an annual stipend will be paid to an employee currently on a Town health insurance plan who opts out of coverage under that plan. Said stipend will be \$3,000 per fiscal year as a condition of receiving payment hereunder, employees must present proof of coverage under the alternative insurance plan. This stipend will be paid by June 30th of each year.

Commencing July 1, 2022, an annual stipend will be paid to an employee currently not enrolled in any Town health insurance plan. Said stipend will be \$3,000-per fiscal as a condition of receiving payment hereunder, employees must present proof of coverage under the alternative insurance plan. This stipend will be paid by June 30th of each year.

Employees must be unenrolled for a period of one year to receive said stipend, if an employee opts into a health insurance plan offered by the Town at any time during the fiscal year, the employee will not be allowed to receive the stipend

XXVIII - STEP INCREASES

Step increases are not automatic, but are based upon an employee's satisfactory performance during the prior 12-month period. An employee's performance shall be evaluated by his/her Supervisor/Department Head in a format acceptable to the Town Administrator

Should the overall performance of an employee be satisfactory, the employee shall receive an annual Step increase. Should the employee object to his/her overall rating, the decision is only grievable up to the level of the Board of Selectmen. The decision of the Board of Selectmen is final and not subject to any further grievance or arbitration procedure.

The evaluation period shall be based on the fiscal year with earned Step increase to become effective for the following July 1st.

An employee hired prior to January 1st chall have carned the first of any scheduled Step increase on the following July 1st (6 months later). For an employee hired after January 1st he/she shall have carned the first of any scheduled Step increase on the second July 1st following the date of hire (up to 18 months later).

ARTICLE XXIX - WAGES

See Appendix A*

Effective July 1, 2019 (FY20) 0% COLA July 1, 2022 (FY23) 2.0% COLA Effective July 1, 2020 (FY21) 2% COLA July 1, 2023 (FY24) 2.0% COLA Effective July 1, 2021 (FY22) 2% COLA July 1, 2024 (FY25) 2.0% COLA

ARTICLE XXXVI – MISCELLANEOUS PROVISIONS

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<u>Performance Bonus</u>: The Town and Union agree to meet to a develop performance evaluation tool and develop criteria for the possible awarding of performance bonus in the future.

ARTICLE XXXVIII – DURATION

This Agreement shall, upon execution by the authorized representation of the Union and the Town, take effect on July 1, 2022 and remain in effect until June 30, 2022—2025 and thereafter from that date from year to year unless either party by written notice to the other given in less than 60 days prior to any date of expiration, of a desire to change or amend the terms or conditions thereof.

FOR THE TOWN OF CARVER

FOR THE UNION

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* After Step 15, an additiona! 2% plus current COLA will be given

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